

A. G. Contract No. KR89-1433-TRD
ECS File: JPA-89-54
Project: RAM-600-2-502
51 MA 05 H 0836 01C
Section: Squaw Peak Hwy. (SR 51)
Glendale-Northern

60654

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 19 November, 1991, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its City Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. City is empowered by Arizona Revised Statutes Section 48-572 and City Charter Chapter 2, Section 2 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the construction of the Squaw Peak Highway (SR 51) from Glendale Avenue to Northern Avenue, the City requests and the State agrees to construct improvements which will benefit the public, including reestablishing existing horse paths that will be obliterated by the construction of the Squaw Peak, which the City agrees to maintain.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>16227</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11/19/91</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vincent Greenwood</u>

II. SCOPE OF WORK:

1. State will:

a. Design, call for bids and award one or more construction contracts for the following. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to State.

- o Construction of a horse path, to include a RC box culvert at Myrtle Wash and Pleasant Drive, including the extension of power service, with meter and the installation of lights.
- o Construction of a horse path, along and outside the east control of access line of the Squaw Peak Highway, from Orangewood Avenue north to Phoenix Mountain Preserve Boundary and from Myrtle Wash to 20th Street.
- o Construction of a temporary detour for Northern Avenue Ramp North-C from station 3+00 to 9+00 and removal of said detour at such time when it is mutually determined no longer necessary.
- o Construction of two (2) feet additional height of Wall L-5 from station 66+17.5 to station 67+00, in the vicinity of Pleasant Drive.

b. Invoice the City \$17,884, the actual cost of design, construction and construction administration for Wall L-5 height increase and Northern Avenue Ramp-C detour.

2. City will:

a. Review State's design plans and provide comments as appropriate. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

b. Furnish all electrical energy and maintenance for lighting and lighting fixtures of horse path at Myrtle Wash and Pleasant Drive RC box culverts.

c. Provide perpetual maintenance of horse path facilities constructed by State as outlined herein, including retaining wall constructed to protect horse path paralleling Myrtle Wash inlet; excepting structural characteristics of the RC box culverts and retaining wall.

d. Reimburse the State \$17,884, the actual cost of design, construction and construction administration for Wall L-5 height increase and Northern Avenue Ramp-C detour.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said projects; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.
2. This agreement shall become effective upon filing with the Secretary of State.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 222E
Phoenix, AZ 85007


City of Phoenix
Director of Street Transportation
125 E. Washington Street
Phoenix, AZ 85004
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF PHOENIX

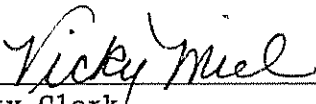
STATE OF ARIZONA

Department of Transportation

By 
JAMES H. MATTESON, P.E.
Street Transportation
Director

By 
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:

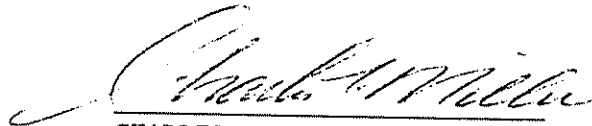

City Clerk

1781j
20SEP91

RESOLUTION

BE IT RESOLVED on this 13th day of April 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of constructing berms and a horse path in the vicinity of 20th Street and SR-51.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

A handwritten signature in cursive script, reading "Charles L. Miller", written in dark ink.

CHARLES L. MILLER, Director
Arizona Department of
Transportation

JPA 89-54

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PHOENIX, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 21 day of July, 1991.


ACTING City Attorney

1979j



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~XXXXXXXXXXXX~~
~~GRANT WOODS~~

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KRMX89-1433TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 13th day of November, 1991.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section